



Attorney Docket No: CYPR-023/01US

PATENT

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Date: 27 March 2002

By:

Vlad. MR

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of Kranzler et al.

Serial No.: 10/028,547 Examiner: Not yet available

Confirmation No.: 2444 Art Unit: 1614

Filed: December 19, 2001

For: **METHODS OF TREATING FIBROMYALGIA SYNDROME, CHRONIC FATIGUE SYNDROME AND PAIN**

Commissioner for Patents
Washington, D.C. 20231

POWER BY ASSIGNEE AND STATEMENT UNDER 37 C.F.R. §3.73(b)

The Assignee of the entire right, title, and interest in the above-identified application hereby grants the registered practitioners of Cooley Godward LLP included in the Customer Number provided below power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The Assignee certifies that to the best of its knowledge and belief it is the owner of the entire right, title, and interest in and to the above-identified application as evidenced by:

- An assignment document, a copy of which is enclosed herewith;
- An assignment previously recorded in the U.S. Patent and Trademark Office at Reel __, Frame __.

Please direct all telephone calls and correspondence to:

COOLEY GODWARD LLP
ATTN: Patent Group
Five Palo Alto Square
3000 El Camino Real
Palo Alto, CA 94306-2155
Tel: (650) 843-5000
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CUSTOMER NUMBER: **23419**

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Date: 3/12/02

Signature: Srinivas G. Rao

Name: Srinivas G. Rao

Title: Chief Scientific Officer

Company: Cypress Bioscience, Inc.
4350 Executive Drive
Suite #325
San Diego, CA 92121

COPY

PATENT

Attorney Docket No: CYPR-023/01US

**ASSIGNMENT
(Joint)**

Jay D. KRANZLER, residing at 7935 Via Capri, La Jolla, CA 92037 and Srinivas G. RAO, residing at 11590 Jaguar Ct., San Diego, CA 92131 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **METHODS OF TREATING FIBROMYALGIA SYNDROME, CHRONIC FATIGUE SYNDROME AND PAIN**, and which is a:

- (1) provisional application
 - (a) to be filed herewith; or
 - (b) bearing Application No. , and filed on ; or
- (2) non-provisional application
 - (a) to be filed herewith; or
 - (b) bearing Application No. 10/028,547, and filed on December 19, 2001.

WHEREAS, Cypress Bioscience, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 4350 Executive Drive, Suite #325, San Diego, CA 92121 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: March 19, 2002

By:

Jay Kranzler

Jay D. KRANZLER

State of California)

ss.

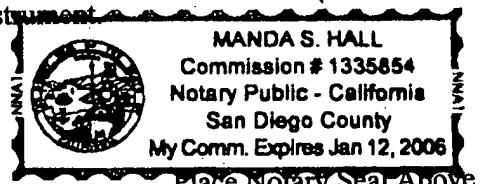
County of San Diego)

On March 19, 2002, before me, Manda S. Hall, Notary Public personally appeared Jay Kranzler, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Manda S. Hall

Signature of Notary Public



Date: March 19, 2002

By:

S. G. Rao

State of California)

ss.

County of San Diego)

On March 19, 2002, before me, Manda S. Hall, Notary Public, personally appeared Srinivas Rao, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Manda S. Hall

Signature of Notary Public

